



PATENT
Docket No. 529452000123

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

In the application of:

David W. MORRIS and Eric K.
ENGELHARD

Serial No.: 09/997,722

Filing Date: November 30, 2001

For: NOVEL COMPOSITIONS AND
METHODS FOR CANCER

Examiner: To Be Assigned

Group Art Unit: 1642

JUN 06 2002

TECH CENTER 1600/2900

**REVOCATION OF PRIOR POWER OF ATTORNEY AND
POWER OF ATTORNEY AND PROSECUTION BY ASSIGNEE
UNDER 37 C.F.R. § 3.71**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Sagres Discovery, the assignee of the entire right, title and interest in this patent application, hereby revokes all Powers of Attorney previously granted relating to this application and appoints as its attorneys or agents, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith:

Lisa A. Amii (Reg No. 48,199)
Mehran Arjomand (Reg No. 48,231)
Erwin J. Basinski (Reg No. 34,773)
Richard R. Batt (Reg No. 43,485)
Jonathan Bockman (Reg No. 45,640)
Barry E. Bretschneider (Reg No. 28,055)
Nicholas Buffinger (Reg No. 39,124)
Mark R. Carter (Reg No. 39,131)
Peng Chen (Reg No. 43,543)
Thomas Chuang (Reg No. 44,616)
Cara M. Coburn (Reg No. 46,631)
Raj S. Davé (Reg No. 42,465)
David Devernoe (Reg No. P-50,128)
Stephen C. Durant (Reg No. 31,506)

Randolph Ted Apple (Reg No. 36,429)
Laurie A. Axford (Reg No. 35,053)
Shantanu Basu (Reg No. 43,318)
Vincent J. Belusko (Reg No. 30,820)
Kimberly A. Bolin (Reg No. 44,546)
Tyler S. Brown (Reg No. 36,465)
A. Randall Camacho (Reg No. 46,595)
Robert K. Cerpa (Reg No. 39,933)
Alex Chartove (Reg No. 31,942)
Thomas E. Ciotti (Reg No. 21,013)
Matthew M. D'Amore (Reg No. 42,457)
Peter Davis (Reg No. 36,119)
Karen B. Dow (Reg No. 29,684)
Richard R. Eckman (Reg No. 42,504)

Elisabeth M. Evertsz (Reg No. 50,304)
David L. Fehrman (Reg No. 28,600)
Thomas George (Reg No. 45,740)
Debra J. Glaister (Reg No. 33,888)
Bruce D. Grant (Reg No. 47,608)
Douglas G. Hodder (Reg No. 41,840)
Charles D. Holland (Reg No. 35,196)
Arthur S. Hsieh (Reg No. 48,247)
Wayne Jaeschke, Jr. (Reg No. 38,503)
Parisa Jorjani (Reg No. 46,813)
Richard C. Kim (Reg No. 40,046)
Lawrence B. Kong (Reg No. P49,043)
Glenn Kubota (Reg No. 44,197)
Michael J. Mauriel (Reg No. 44,226)
Gladys H. Monroy (Reg No. 32,430)
Kate H. Murashige (Reg No. 29,959)
Martin M. Noonon (Reg No. 44,264)
Phillip Reilly (Reg No. 41,415)
Robert E. Scheid (Reg No. 42,126)
Kevin R. Spivak (Reg No. 43,148)
Thomas L. Treffert (Reg No. P48,279)
Michael R. Ward (Reg No. 38,651)
Todd W. Wight (Reg No. 45,218)
Frank Wu (Reg No. 41,386)
Peter J. Yim (Reg No. 44,417)
Karen R. Zachow (Reg No. 46,332)

Carolyn A. Favorito (Reg No. 39,183)
Hector Gallegos (Reg No. 40,614)
Deborah S. Gladstein (Reg No. 43,636)
Kenneth R. Glick (Reg No. 28,612)
Johnney U. Han (Reg No. 45,565)
Alan S. Hodes (Reg No. 38,185)
Jill A. Jacobson (Reg No. 40,030)
Madeline I. Johnston (Reg No. 36,174)
Ararat Kapouytian (Reg No. 40,044)
Cameron A. King (Reg No. 41,897)
Kawai Lau (Reg No. 44,461)
Rimas T. Lukas (Reg No. 46,451)
Robert S. McArthur (Reg No. 45,674)
Philip A. Morin (Reg No. P-45,926)
Catherine M. Polizzi (Reg No. 40,130)
Robert Saltzberg (Reg No. 36,910)
Debra A. Shetka (Reg No. 33,309)
David Smith (Reg No. 39,839)
Terri Shieh-Newton (Reg No. 47,081)
Stanley H. Thompson (Reg No. 45,160)
Brenda J. Wallach (Reg No. 45,193)
E. Thomas Wheelock (Reg No. 28,825)
Eric Witt (Reg No. 44,408)
David T. Yang (Reg No. 44,415)
George C. Yu (Reg No. 44,418)

all of Morrison & Foerster LLP, 755 Page Mill Road, Palo Alto, California 94304-1018,
telephone: (650) 813-5600, said appointment to be to the exclusion of the inventors and their
attorneys in accordance with the provisions of 37 C.F.R. § 3.71 provided that if any one of said
attorneys or agents ceases being affiliated with the law firm of Morrison & Foerster LLP as
partner, employee or of counsel, such attorney's or agent's appointment as attorney or agent and
all powers derived therefrom shall terminate on the date such attorney or agent ceases being so
affiliated.

Please direct all communications relative to this application to:

Gladys H. Monroy
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

Please direct all telephone communications to Shantanu Basu at (650) 813-5995.

SAGRES DISCOVERY
a California corporation

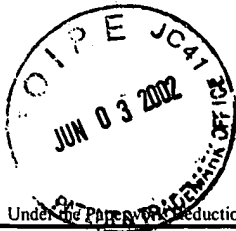
Dated: April 26, 2002

A handwritten signature in black ink, appearing to read 'David Ferrick', written over a horizontal line.

Name: David Ferrick

Title: CEO

Address: 2795 Second Street, Suite 400
Davis, California 95616

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: David W. MORRIS and Erik K. ENGELHARD

Application No./Patent No.: 09/997,722

Filed/Issue Date: November 30, 2001

Entitled: NOVEL COMPOSITIONS AND METHODS FOR CANCER

Sagres Discovery, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

April 26, 2002

Date

David Ferrick

Signature

CEO

Title

RECEIVED

JUN 06 2002

TECH CENTER 1600/2900

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

COPY

WHEREAS, the undersigned,

(1) David W. Morris, (2) Eric K. Engelhard

(hereinafter termed "Inventors"), residents of

(1) Davis (2) Davis

respectively, Counties of

(1) Sacramento, (2) Sacramento,

respectively, States of

(1) California, (2) California,

respectively, have invented certain new and useful improvements in

NOVEL COMPOSITIONS AND METHODS FOR CANCER

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 09/997,722 and filing date of November 30, 2001; and

WHEREAS, Sagres Discovery a corporation of the State of California, having a place of business at 2795 Second Street, Suite 400, Davis, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: 2/13/02

(1) 
David W. Morris

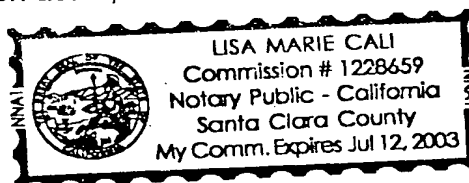
County of Yolo
State of California

.)
) ss.
)

On this 13th day of February, in the year 2002, before me, Lisa Marie Cali, Notary Public of the State of California, personally appeared (1) David W. Morris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (yes), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

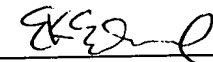
WITNESS my hand and official seal.

Signature 



(Seal)

Date: February 13, 2002

(2) 
Eric K. Engelhard

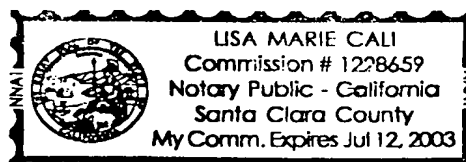
County of Yolo
State of California

.)
) ss.
)

On this 13th day of February, in the year 2002, before me, Lisa Marie Cali, Notary Public of the State of California, personally appeared (2) Eric K. Engelhard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (yes), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(Seal)